

CODE OF CONDUCT
FOR
RETAIL ELECTRICITY LICENSEES

Energy Market Authority of Singapore

[Insert Date]

**CODE OF CONDUCT
FOR RETAIL ELECTRICITY LICENSEES**

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FOR RETAIL ELECTRICITY LICENSEES**

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1 GENERAL AND ADMINISTRATIVE

1.1 PURPOSE OF THE CODE

- 1.1.1 This Code sets forth minimum standards of performance in accordance with which a Licensee is required to conduct its retail activities with respect to all consumers (residential and non-residential).

1.2 TO WHOM THIS CODE APPLIES

- 1.2.1 Subject to section 1.2.2, this Code applies to a Licensee who is subject to this Code as a condition of its electricity licence.
- 1.2.2 A Licensee may be exempted from compliance with this Code, in whole or in part. A Licensee that has been so exempted shall not, subject to such conditions or restrictions as the Authority may determine, be required to comply with the provisions of this Code that are the subject of the exemption unless and until such exemption is withdrawn or modified.
- 1.2.3 This Code shall not apply to a Market Support Services Licensee.

1.3 DEFINITIONS

- 1.3.1 In this Code, unless the context otherwise requires:

“Act” means the Electricity Act (Cap. 89A);

“Authority” means the Energy Market Authority of Singapore established under the Energy Market Authority of Singapore Act (Cap. 92B);

“business day” means, where expressed by reference to a person in Singapore, any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in the jurisdiction of that person;

“Code” means this Code of Conduct for Retail Electricity Licensees;

“consolidated billing” means a billing arrangement under which a Licensee bills a consumer for the delivered price of electricity and any related retail services and/or products provided directly by the Licensee, and bills for and assumes the consumer's obligation to pay the applicable Market Support Services Licensee and the Transmission Licensee for the market support services charges and transmission charges owed by the consumer respectively;

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“consumer information” means information relating to a specific consumer obtained by a Licensee including information obtained without the consent of the consumer;

“consumer” has the same meaning as in the Act;

“Default Supply Effective Date” is the date on which the Market Support Services Licensee successfully transfers the consumer to a default supply arrangement

“Do Not Contact List” means a list of non-residential consumers that have indicated that they do not wish to be contacted by any Licensee that is not supplying electricity to them, as maintained and administered by the Market Support Services Licensee for and on behalf of the Authority;

“Licensee” means a Retail Electricity Licensee who is subject to this Code as a condition of its electricity licence;

“Market Rules” has the same meaning as “market rules” in the Act;

“Market Support Services Licensee” has the same meaning as “market support services licensee” in the Act;

“Market Support Services (Retailer) Agreement” means an agreement entered into between the Market Support Services Licensee and a Licensee under which the Licensee accepts to undertake specific activities and responsibilities for or on behalf of consumers;

“Market Surveillance and Compliance Panel” has the same meaning as “market surveillance and compliance panel” in the Market Rules;

“non-residential consumer” means a consumer who is not a residential consumer;

“offer to sell”, in respect of a Licensee, means providing an offer for consideration by a consumer through any form or means of marketing activity by the Licensee such as door-to-door selling, telemarketing, online marketing, direct mail selling or a salesperson interacting directly with the consumer;

“Price Comparison Website” means the informational, non-commercial website set up and managed by the Market Support Services Licensee for and on behalf of the Authority to facilitate a consumer to compare the differences between the offers by the Licensees;

“promotional material” means all materials, including marketing and advertising materials but excluding an offer to sell, in any form or medium whatsoever, that describes or purports to describe the Licensee, its retail activities, its services and/or its products;

“relevant legislation” means the Electricity Act and the Energy Market Authority of Singapore Act, and includes in each case the subsidiary legislations and regulations made thereunder;

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“residential consumer” means a consumer whose premises are lawfully used or occupied by the consumer and are not non-residential premises;

“retail” means to sell or offer to sell electricity to a consumer;

“Retailer Use of System Agreement” means an agreement entered into between the Transmission Licensee and a Licensee under which the Licensee shall accept liability for the payment of transmission charges owed to the Transmission Licensee by a consumer of the Licensee;

“Retailer of Last Resort Event” or “RoLR Event” means an event whereby a Licensee becomes unable or loses the right to retail electricity to its consumers by virtue of one or more of the following events:

- (i) revocation by the Authority, or expiry or non-renewal, of the Licensee’s electricity licence
- (ii) receipt by the Authority of a notification from the Accounting and Corporate Regulatory Authority of the Licensee’s application for a voluntary winding-up after the Licensee’s receipt of the Authority’s approval to cease operations as required in the Act;
- (iii) an order is made or resolution is passed for the winding up or liquidation of the Licensee;
- (iv) issuance of a Suspension Order or Termination Order by the Market Surveillance and Compliance Panel to the effect that the Licensee is unable or not allowed to retail electricity;
- (v) termination of the Licensee’s Market Support Services (Retailer) Agreement by the Market Support Services Licensee; or
- (vi) termination of the Licensee’s Retailer Use of System Agreement by the Transmission Licensee;

“salesperson” means a person who is employed by a Licensee as its agent or contractor or otherwise represents a Licensee in respect of the Licensee's retail activities, including a person that makes representations to consumers on behalf of the Licensee for the purpose of retailing electricity;

“split billing” means a billing arrangement under which a Licensee bills a consumer for the delivered cost of electricity and any related retail services and/or products provided directly by the Licensee, as well as for all market support services provided to the consumer by the

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applicable Market Support Services Licensee, but does not bill for or assume the consumer's obligation to pay the applicable Transmission Licensee for the transmission charges owed by the consumer;

“Suspension Order” has the same meaning as “suspension order” in the Market Rules;

“Termination Order” has the same meaning as “termination order” in the Market Rules;
and

“Transmission Licensee” has the same meaning as “transmission licensee” in the Act.

1.4 INTERPRETATION

- 1.4.1 Unless the context otherwise requires or the term is otherwise defined in this Code, all terms defined in the Act or the Market Rules shall have the same meaning when used in this Code, and words and expressions used in this Code shall be construed as if the Interpretation Act (Cap. 1) applied to them.
- 1.4.2 Headings are for convenience only and shall not affect the interpretation of this Code.
- 1.4.3 A reference in this Code to any statute, subsidiary legislation, proclamation, ordinance, by-law, resolution, rule, order, supplements, gazette notification or directive includes all statutes, subsidiary legislation, proclamations, ordinances, by-laws or resolutions, rules, orders, supplements, gazette notifications or directives varying, consolidating, re-enacting, extending or replacing it.
- 1.4.4 A reference in this Code to a document or provision of a document includes a modification or supplement to, or replacement or novation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto.
- 1.4.5 A reference in this Code to a body, whether statutory or not, which ceases to exist or whose functions are transferred to another body, includes a reference to the body which replaces it or which substantially succeeds to its functions, powers or duties.
- 1.4.6 A reference in this Code to the word “including” or a grammatical variation thereof means “including but not limited to”.
- 1.4.7 A reference in this Code to a contract between a Licensee and a consumer shall be construed as being a reference only to a contract pursuant to which the Licensee retails to the consumer.

1.5 HIERARCHY OF DOCUMENTS AND ENGAGEMENT OF THIRD PARTIES

- 1.5.1 Nothing in this Code shall be construed as affecting the obligation of a Licensee to comply with the provisions of relevant legislation or of its electricity licence and, in the event of an inconsistency between the provisions of relevant legislation or of such electricity licence

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and the provisions of this Code, the provisions of relevant legislation or of such electricity licence shall govern to the extent of the inconsistency.

1.5.2 The hierarchy of codes of practice is as follows:

- (a) Transmission Code;
- (b) Regulated Supply Service Code;
- (c) Market Support Services Code;
- (d) Metering Code; and
- (e) Code of Conduct for Retail Electricity Licensees.

1.5.3 Except as may be otherwise provided in a Licensee's electricity licence, in the event of any conflict between provisions contained in more than one code of practice, the provision in the higher code of practice referred to in section 1.5.2 shall prevail.

1.5.4 In the event of an inconsistency between provisions contained in this Code and provisions contained in the Market Rules, the provisions contained in the Market Rules shall prevail.

1.5.5 A Licensee shall procure its directors, officers, salespersons and other employees, agents, contractors and representatives to observe and comply with the requirements of this Code. A Licensee shall ensure that its terms of employment or engagement with such persons contain provisions requiring them to observe and comply with the requirements of this Code.

1.5.6 If any director, officer, salesperson or other employee, agent, contractor or representative of the Licensee does any act or refrains from doing any act that, if done or omitted to be done, as the case may be, by the Licensee would constitute a breach of this Code, such act or omission shall be deemed for the purposes of this Code to be the act or omission of the Licensee.

1.6 MODIFICATIONS TO THE CODE

1.6.1 In furtherance of the authority contained in section 16(2) of the Act, the process by which this Code may be modified from time to time by the Authority shall be as follows:

- (a) Before making any modification to this Code, the Authority shall give notice to all Licensees and other persons likely to be affected by the proposed modification:
 - (i) stating that the Authority proposes to make a modification in the manner specified in the notice;

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- (ii) stating the reasons why the Authority proposes to make the modification, including whether the need for the modification was the subject of a prior representation made by a third party or a Licensee; and
 - (iii) specifying the period from the date of the giving of the notice (not being less than 28 calendar days) within which written representations with respect to the proposed modification may be made.
- (b) If no written representation is received by the Authority within the period specified in the notice referred to in section 1.6.1(a) or if all written representations made in response to such notice are subsequently withdrawn, the Authority may modify this Code as specified in such notice.
- (c) Where the Authority receives any written representation under section 1.6.1(a), the Authority shall, except to the extent that such representation is withdrawn, consider such representation and may:
 - (i) reject the representation;
 - (ii) modify the proposed modification in accordance with the representation; or
 - (iii) withdraw the proposed modification,and the Authority shall, where section 1.6.1(c)(i) or 1.6.1(c)(ii) applies but subject to section 1.6.1(d), modify this Code accordingly.
- (d) The Authority shall, before modifying this Code, respond to all written representations received in respect of the modification, with reasons, and advise Licensees of the outcome of the Authority's deliberations in respect of the modification.
- (e) A modification to this Code shall not come into force until such time as the Authority has complied with section 1.6.1(d) and 10 business days, or such longer period of time as may be specified by the Authority, have elapsed since the date on which the Authority published the modification as required by section 16(2) of the Act.

1.6.2 Nothing contained in section 1.6.1 shall prohibit any Market Support Services Licensee or any other party from notifying the Authority of suggested code changes.

1.7 COMING INTO FORCE

1.7.1 This Code shall come into force on the appointed day.

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2 STANDARDS AND PRINCIPLES

2.1 CONSUMERS AND CONSOLIDATED BILLING

2.1.1 A Licensee shall retail electricity to a consumer in accordance with this Code. Unless expressly specified otherwise, all terms and conditions in this Code shall apply to the retail of electricity to a consumer (whether residential or non-residential).

2.1.2 A Licensee shall not retail electricity to:

- (a) any consumer who is not classified or is not qualified to be classified as a contestable consumer under the Electricity (Contestable Consumers) Regulations; and
- (b) any consumer who is classified or is qualified to be classified as a contestable consumer under the Electricity (Contestable Consumers) Regulations and meets one of the following conditions:
 - (i) the consumer is a residential consumer; or
 - (ii) the consumer is a non-residential consumer with an aggregate electricity consumption of 2,000 kilowatt-hour or less,

unless the Licensee is specifically approved by the Authority to do so.

2.1.3 A Licensee shall not provide or offer to provide consolidated billing to a consumer unless the Licensee has entered into a Retailer Use of System Agreement with the Transmission Licensee that covers such consumer.

2.2 FAIR MARKETING PRACTICES

2.2.1 Nothing in or done under the authority of this Code affects the obligation of a Licensee to comply with any legislation or regulations in Singapore that pertain to the protection of the interests of the consuming public, marketing, advertising, business practices (including the Consumer Protection (Fair Trading) Act (Cap. 52A) and the subsidiary legislations and regulations made thereunder) and personal data (including the Personal Data Protection Act (Act No. 26 of 2012) and the subsidiary legislations and regulations made thereunder).

2.2.2 A Licensee shall comply with the following when retailing electricity:

- (a) immediately and truthfully identify itself to a consumer in the manner specified in section 2.3;

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- (b) clearly indicate that any offer to sell made by the Licensee is not being made by a person authorised by the Authority to transmit electricity or provide market support services;
 - (c) not seek to mislead or otherwise create any confusion in the mind of a consumer about the identity of the Licensee, its promotion campaigns or trade mark, or those of other Licensees;
 - (d) not exert undue pressure on a consumer;
 - (e) explain to a consumer in a simple and clear manner all key information and terms in an offer to sell (which shall as a minimum cover those information and terms in an offer to sell which the Authority may prescribe under section 2.5.2(c));
 - (f) provide sufficient time for a consumer to read thoughtfully and without harassment all information and terms in an offer to sell provided by the Licensee;
 - (g) not make, orally or in writing, any representation or statement, give any answer or otherwise conduct itself in a manner that is false or is likely to mislead a consumer with regard to any information or term in an offer to sell;
 - (h) provide only accurate, verifiable and truthful comparisons;
 - (i) not make any oral representations regarding retail contracts or related rights or obligations unless such representations are reflected in a written offer to sell;
 - (j) ensure that all representations made in the Licensee's promotional material truthfully and accurately represent actual conditions, situations and circumstances;
 - (k) not use, in any document provided to a consumer, print that, due to its size or other visual characteristics, is likely to impair materially the legibility or clarity of the document;
 - (l) not discourage, restrict or prohibit consumers from participating in demand response-related or energy efficiency-related initiatives; and
 - (m) ensure that all terms or revised terms in an offer to sell as agreed with a consumer are completely and accurately incorporated in the contract between the Licensee and that consumer.
- 2.2.3 Where a Licensee makes an offer to sell through telemarketing, the Licensee shall put in place a proper telephone recording system and ensure that the entire telephone conversation between the Licensee and the consumer are accurately recorded by that system.
- 2.2.4 Where a Licensee's promotional material contains representations concerning the nature, quality or price of any services provided by the Transmission Licensee or a Market Support

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Services Licensee, the Licensee shall take reasonable and appropriate steps to ensure that such representations are accurate and truthful.

2.3 IDENTIFICATION REQUIREMENTS

- 2.3.1 A Licensee shall, when retailing, use and identify itself by the name or names under which the Licensee is licensed, and shall ensure that any reference to the name of any of its salespersons in any promotional material is accompanied by an identification of the Licensee.
- 2.3.2 A Licensee shall make available to a consumer the following information when retailing to that consumer:
- (a) the name or names under which the Licensee is licensed;
 - (b) the licence number of the Licensee;
 - (c) the telephone number of the Licensee where the Licensee may be reached during all normal business hours;
 - (d) the electronic mailing address of the Licensee;
 - (e) the name of the salesperson retailing or expected to be retailing to the consumer; and
 - (f) a photograph of the salesperson referred to in paragraph (e).
- 2.3.3 A Licensee shall have a mailing address in Singapore and shall have a telephone number listed in Singapore where the Licensee may be reached during all normal business hours.
- 2.3.4 A Licensee that provides split billing to a consumer shall indicate the address and telephone number of the Transmission Licensee on the Licensee's correspondence with the consumer or on printed material provided by the Licensee.

2.4 COMPARISON OF OFFER FOR CONSUMERS

- 2.4.1 A Licensee shall upload and publish on the Price Comparison Website the entire information and terms of each of its standard offers (whether or not such offer is bundled with other services and/or products) offered by that Licensee. For the avoidance of doubt, a Licensee is not required to publish information and terms relating to its non-standard offers on the Price Comparison Website. The Licensee shall ensure that its standard offers comply with the requirements, conditions and criteria specified by the Authority.
- 2.4.2 A Licensee shall ensure that all information and terms of its standards offers uploaded or published on the Price Comparison Website are accurate, correct and complete.

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2.4.3 A Licensee shall adhere to and be bound by all information and terms of its standard offers uploaded or published by it on the Price Comparison Website.

2.5 OBLIGATION TO CONTRACT AND INFORMATION TO BE MAINTAINED

2.5.1 A Licensee shall maintain and update as required a list of salespersons that act for the Licensee, and this list shall be provided to the Authority upon request.

2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract signed (whether by hand, electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:

- (a) comply with relevant legislation, the provisions of the Licensee’s electricity licence and this Code;
- (b) include, without limitation, provisions that require:
 - (i) the parties to the contract to acknowledge that modifications may be made to this Code from time to time by the Authority in accordance with this Code;
 - (ii) the Licensee to promptly notify the consumer of any modifications that may be made to this Code from time to time by the Authority;
 - (iii) the parties to the contract to be bound by any applicable modification made to this Code from time to time unless the Authority, when publishing the modification, specifies that this is not to be the case; and
 - (iv) the Licensee (and the consumer to permit the Licensee) to notify the applicable Market Support Services Licensee that the consumer will commence purchasing electricity from the Licensee as of the effective date of the contract;
- (c) set out such information and terms as may be specified by the Authority; and.
- (d) set out the following clauses, or clauses to similar effect, pertaining to (i) the transfer of its consumers’ contact information to the MSSL and (ii) utilisation of U-Save rebates for electricity charges when the Licensee bills its consumers directly:

“The Licensee is required by the Authority to transfer the consumer’s contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the Market Support Services Licensee to facilitate the implementation of the Retailer of Last Resort (RoLR) Framework.”

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“U-Save rebates is part of the GST Voucher scheme introduced by the Singapore Government for eligible residential consumers to offset their utilities bills.”

- 2.5.3 A Licensee shall promptly provide its consumer with a written or electronic copy of the contract as agreed between them.
- 2.5.4 A Licensee shall maintain on file, for each of its consumers:
- (a) the name and account details of that consumer; and
 - (b) a copy of the contract with that consumer referred to in section 2.5.3, signed by both of the parties.
- 2.5.5 The information listed in section 2.5.4 shall be maintained, and updated where required, until the contract referred to in section 2.5.3 has been transferred, terminated or expired, and for a period of no less than 12 months thereafter.

2.6 BILLING AND INVOICES

- 2.6.1 All invoices issued by a Licensee to a consumer shall include, without limitation, such information and terms as may be prescribed by the Authority.
- 2.6.2 A Licensee shall resolve any instances of overcharging or undercharging under any invoice issued to a consumer as soon as practicable, and in accordance with the terms of the contract.

2.7 BUNDLED PRODUCT/SERVICES

- 2.7.1 Without limiting the generality of section 2.5.2, this section 2.7 shall only apply if a Licensee bundles, electricity and non-electricity, services and/or products as a single offer for supply to a consumer.
- 2.7.2 A licensee shall ensure that each contract between a Licensee and its consumer shall clearly state:
- (a) a breakdown of the prices at which the Licensee is charging the consumer for electricity and non-electricity services and/or products;
 - (b) an apportionment of any security deposit between electricity and non-electricity services and/or products;
 - (c) an apportionment of any early termination charges between electricity and non-electricity services and/or products;
 - (d) an apportionment of any applicable charges between electricity and non-electricity services and/or products; and

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- (e) provisions to specify the supply arrangement of the non-electricity services and/or products and the terms applicable thereto in the event of a RoLR Event.

2.7.3 A Licensee shall ensure that each invoice issued to its consumer shall clearly indicate information specified in section 2.7.2(a), 2.7.2(c) and 2.7.2(d).

2.8 CONFIDENTIALITY OF CONSUMER INFORMATION

2.8.1 A Licensee shall not disclose consumer information relating to a particular consumer to any person without the consent of that consumer in writing, except where such consumer information has been sufficiently aggregated such that the consumer cannot be identified, or where such consumer information is permitted or required to be disclosed under the terms of the contract between the Licensee and the consumer or is required to be disclosed:

- (a) for billing purposes or to facilitate the operation of a retail electricity market or a wholesale electricity market;
- (b) to the Transmission Licensee or to the applicable Market Support Services Licensee, where the Licensee is providing consolidated billing to a consumer and the consumer information is required to be provided to the Transmission Licensee or the Market Support Services Licensee for such purpose;
- (c) for law enforcement purposes;
- (d) for the purpose of complying with a legal requirement; or
- (e) for the purpose of complying with the Market Rules or this Code.

2.8.2 A Licensee shall take all reasonable steps to ensure that any person to whom it discloses consumer information for the purpose of the provision of services associated with the Licensee's retail activities uses that information only for the purposes of providing such services.

2.8.3 Except as permitted under section 2.8.1, a Licensee shall not use consumer information obtained from a consumer for any purpose without having first obtained the consent of that consumer in writing, which consent may be given in the contract between the Licensee and that consumer.

2.9 TRANSFERS OF CONSUMERS

2.9.1 A Licensee shall not transfer (or seek to transfer) any consumer to another person who is not a Licensee.

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- 2.9.2 Except as permitted in section 2.9A, 2.10.3, 2.10.4(b), 2.10.5(c) and 2.10.6(e), a Licensee shall not transfer a consumer to another Licensee without the consent of the affected consumer.
- 2.9.3 A Licensee shall submit a service transaction request to the applicable Market Support Services Licensee to effect such transfer in accordance with the procedures described in section 8 of the Market Support Services Code.
- 2.9.4 If section 2.10.3, 2.10.4(b), 2.10.5(c) or 2.10.6(e) applies, or if the consumer's selected option is to purchase electricity from the Market Support Services Licensee, the Licensee shall, upon the expiry or termination of the contract with the consumer (as the case may be), transfer the consumer to the applicable Market Support Services Licensee in accordance with section 2.9.3 to enable the consumer to purchase electricity from the applicable Market Support Services Licensee under the relevant and appropriate option.

2.9A RETAILER OF LAST RESORT EVENT (RoLR EVENT)

- 2.9A.1 A Licensee shall provide to the Market Support Services Licensee in the form specified by the Market Support Services Licensee via the Secured File Transfer Protocol the contact information of each of its consumers. This information shall be provided by the Licensee to the Market Support Services Licensee at such frequency as may be specified by the Authority.
- 2.9A.2 A Licensee shall ensure that each contract with its consumers clearly states that in a RoLR Event, unless the consumer contracts with and is successfully transferred to another Licensee or the Market Support Services Licensee prior to the Default Supply Effective Date:
- (a) the consumer shall be deemed to have agreed to purchase electricity from the applicable Market Support Services Licensee with effect on and from the Default Supply Effective Date:
 - (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers;
 - (ii) in the case of a consumer who does not fall within section 2.9A.2(a)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL;
 - (b) with respect to any consumer referred to in section 2.9A.2(a)(i), the consumer shall be deemed to have given its consent to the Licensee to apply for the cessation of

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classification as a contestable consumer with effect on and from the Default Supply Effective Date.

2.9A.3 During a RoLR Event, the Licensee shall:

- (a) within 1 business day from the occurrence of the RoLR Event, publish on its website a notification and notify the Licensee's consumers in a targeted manner via short message service or text message, electronic mail or other equivalent method, that:
 - (i) the Licensee's ability to retail electricity has ceased;
 - (ii) unless the consumer makes a customer transfer request to obtain electricity supply from another Licensee prior to the Default Supply Effective Date, the consumer will be transferred to the Market Support Services Licensee; and
 - (iii) the physical supply of electricity to the consumers will not be affected despite the occurrence of the RoLR Event.
- (b) within 2 business days provide the contact information of all its consumers to the Market Support Services Licensee in the form specified by the Market Support Services Licensee via the Secured File Transfer Protocol to facilitate the transfer of the consumers to the Market Support Services Licensee as contemplated in this section 2.9A.

2.10 EXPIRY AND TERMINATION OF CONTRACTS

Contract with Right to Renew or Automatic Renewal

2.10.1 This section only applies to a contract which provides for an express right to the consumer to renew the contract (where the contract does not provide for its automatic renewal) or not proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal). With respect to such contract, a Licensee shall notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the earlier of:

- (a) the date of expiry of the contract; and
- (b) the date (if any) specified in the contract by which the consumer must inform the Licensee whether he elects to renew the contract or not proceed with any automatic renewal of the contract.

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2.10.2 Such notification mentioned in section 2.10.1 by the Licensee shall further inform the consumer of the following:

- (a) the terms and conditions of the renewed contract, should the consumer elect to renew the contract or the contract is automatically renewed;
- (b) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the expiry of the contract, should the consumer elect not to renew the contract or not proceed with any automatic renewal of the contract;
- (c) that the consumer shall:
 - (i) where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal), inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects to renew the contract on the terms and conditions of renewal referred to in section 2.10.2(a) above upon expiry of the contract, and his selection of one of the options referred to in section 2.10.2(b) above should he elect not to renew the contract; or
 - (ii) where the contract provides for the consumer an express right to not proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal), inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects not to proceed with automatic renewal of the contract on the terms and conditions of renewal referred to in section 2.10.2(a) above upon expiry of the contract, and his selection of one of the options referred to in section 2.10.2(b) above should he elect not to proceed with automatic renewal of the contract;
- (d) the consequences as described in section 2.10.3 or 2.10.4 (as the case may be) in the event that the consumer fails to inform the Licensee in accordance with section 2.10.2(c); and
- (e) the mode of communication through which the consumer may inform the Licensee of his election whether to renew the contract or not proceed with any automatic renewal of the contract and his selection of the option referred to in section 2.10.2(b) above.

Consequences of failure to notify Licensee

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2.10.3 Where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal) and the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.2(c)(i) above of:

- (a) his election to renew the contract on the terms and conditions referred to in section 2.10.2(a) above; or
- (b) his selection of one of the options referred to in section 2.10.2(b) above (if he informs the Licensee that he elects not to renew the contract),

the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the expiry date of the contract:

- (c) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and
- (d) in the case of a consumer who does not fall within section 2.10.3(c) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.

2.10.4 Where the contract provides for the consumer an express right to not proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal) and the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.2(c)(ii) above of:

- (a) his election not to proceed with automatic renewal of the contract on the terms and conditions referred to in section 2.10.2(a); or
- (b) his selection of one of the options referred to in section 2.10.2(b) above (if he informs the Licensee that he elects not to proceed with automatic renewal of the contract),

the Licensee can deem the consumer as having agreed to:

- (c) if section 2.10.4(a) above applies, proceed in accordance to the contract with the automatic renewal of the contract on the terms and conditions referred to in section 2.10.2(a); or

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- (d) if section 2.10.4(b) above applies, purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the expiry date of the contract:
 - (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and
 - (ii) in the case of a consumer who does not fall within 2.10.4(d)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.

2.10.4A If section 2.10.4(a) applies, the Licensee shall in accordance to the contract renew the contract automatically on the terms and conditions of the renewal set out in the notification given under section 2.10.5 and promptly provide the consumer with a hard or electronic copy of the renewed contract containing all the information as required in section 2.5.2.

Contract with No Right to Renew or No Automatic Renewal

2.10.5 This section only applies to a contract which does not provide for an express right to the consumer to renew the contract or any automatic renewal of the contract. With respect to such contract, a Licensee shall notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the date of its expiry. Such notification by the Licensee shall further inform the consumer of the following:

- (a) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the expiry of the contract;
- (b) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, of his selection of one of the options referred to in section 2.10.5(a);
- (c) where the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.5(b) above of his selected option, the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the expiry date of the contract:
 - (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers)

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Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and

- (ii) in the case of a consumer who does not fall within section 2.10.5(c)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL; and
- (d) the mode of communication through which the consumer may inform the Licensee of his selected option referred to in section 2.10.5(a) above.

Early Termination of Contract

2.10.6 A Licensee shall not terminate a contract with its consumer for any reason without giving at least 10 business days' notice in writing to that consumer. Such notification shall inform the consumer of the following:

- (a) the effective date of the termination of the contract;
- (b) the reason for termination;
- (c) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the termination of the contract;
- (d) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, of his selection of one of the options referred to in section 2.10.6(c);
- (e) where the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.6(d) above of his selected option, the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the effective date of the termination of the contract:
 - (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and
 - (ii) in the case of a consumer who does not fall within (i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL;

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- (f) any early termination and applicable charges payable by the consumer to the Licensee; and
- (g) the mode of communication through which the consumer may inform the Licensee of his selected option referred to in section 2.10.6(c) above.

Early Termination Charges for Retail of Electricity

2.10.7 Subject to section 2.10.8, a Licensee may only impose early termination charges on a consumer if the contract is terminated prior to its expiry date by:

- (a) the Licensee due to the consumer's insolvency or bankruptcy (or other events similar or analogous to any of the aforesaid) or a breach of the contract by the consumer; or
- (b) the consumer at its convenience.

2.10.8 For the avoidance of doubt and without limiting section 2.10.7, a Licensee shall not impose any early termination charges on any consumer where the contract is terminated due to the occurrence of a Retailer of Last Resort Event or the contract is terminated by the consumer due to a breach of the contract by the Licensee.

2.10.9 Any early termination charges imposed by a Licensee shall be reasonable and if such charges are pre-agreed in the contract, they shall be based on a reasonable estimate of the damages which the Licensee will incur or suffer as a result of the early termination

Refund of Security Deposit and/or Credit Balance

2.10.10 A Licensee shall promptly (but no later than 1 month from the consumer's payment of the final invoice issued by the Licensee) refund any security deposit and/or credit balance owed to the consumer upon the expiry or termination of the contract.

2.11 DISPUTE RESOLUTION

2.11.1 The Licensee's representative named in the contract as authorised to resolve any dispute with the consumer shall be the first point of contact by a consumer should any dispute under the contract arises (including, without limitation, any dispute which pertains to services provided by the applicable Market Support Services Licensee or Transmission Licensee).

2.11.2 Each contract between a Licensee and its consumer shall set out the procedures to resolve any dispute arising under the contract and require the Licensee to use its reasonable

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endeavours to resolve a dispute under the contract amicably within 30 calendar days from it becoming aware of the dispute.

2.11.3 Where any dispute involves the applicable Market Support Services Licensee or Transmission Licensee, a Licensee shall use its reasonable endeavours to facilitate resolution of such dispute between the consumer and the applicable Market Support Services Licensee or Transmission Licensee (as the case may be).

2.11.4 If the consumer wishes to submit a dispute under the contract for mediation, the Licensee shall agree to such submission and attend the mediation at the mediation centre selected by the consumer.

2.12 REQUESTS FOR INFORMATION FROM THE MARKET SUPPORT SERVICES LICENSEE

A Licensee shall not, without the consent in writing of the consumer to whom the information relates, request a Market Support Services Licensee to provide historical usage information in respect of a consumer that is not a consumer of the Licensee.

2.13 DO NOT CONTACT LIST

2.13.1 A Licensee shall not contact any non-residential consumer in the prevailing “Do Not Contact List” who is currently not the Licensee’s consumer.

2.13.2 Upon notification by the Market Support Services Licensee that a non-residential consumer has been included in the “Do Not Contact List”, a Licensee shall, as soon as practicable and within 30 calendar days from the date of such notification, not contact or shall cease to contact the non-residential consumer in accordance with section 2.13.1.

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3 PROVISIONS EXCLUSIVE TO RESIDENTIAL CONSUMERS

3.1 APPLICATION

The provisions of this section 3 shall only apply to retailing activities directed at residential consumers.

3.2 SECURITY DEPOSIT

A Licensee shall not impose a security deposit in relation to the provision of electricity services on a residential consumer amounting to more than twice of the following:

- (a) the residential consumer's average monthly electricity charges as invoiced to that consumer, calculated over a continuous period of 12 months ending with the month immediately preceding the month in which the security deposit will be collected from the residential consumer;
- (b) if the residential consumer has less than 12 continuous months of invoices issued immediately preceding the month in which the security deposit will be collected from the residential consumer, the residential consumer's average monthly electricity charges for that period; or
- (c) if none of (a) and (b) applies, the monthly electricity charges which shall be determined based on the national average monthly consumption of the specific dwelling type as published by the Market Support Services Licensee and the prevailing rate offered by the Licensee to the consumer.

3.3 PREPAYMENT CONTRACTS

3.3.1 A Licensee shall not, without the prior written consent of the Authority, offer to sell to a residential consumer, or enter into with a residential consumer, any contract which involves prepayment by a consumer for the supply of unconsumed electricity services. A contract which requires a consumer to pay a security deposit in advance of the commencement of the electricity services in itself shall not be regarded as a prepayment contract for purposes of this provision.

3.3.2 A Licensee when seeking the Authority's consent under section 3.3.1 shall provide the Authority with any information and documents as may be required by the Authority to enable it to make a decision on whether consent should be granted under section 3.3.1.

3.4 PROHIBITED MARKETING PRACTICES

3.4.1 A Licensee shall not:

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- (a) engage in telemarketing with any consumer, for or in relation to the purpose of retailing electricity or bundled services and/or products referred to in section 2.7, offering, advertising or promoting retail of electricity to such consumer, unless the consumer has given the Licensee the consent to do so;
- (b) engage in door-to-door marketing with any consumer at his place of residence, for or in relation to the purpose of retailing electricity or bundled services and/or products referred to in section 2.7, offering, advertising or promoting retail of electricity to such consumer; and
- (c) perform marketing activities, which are targeted at residential consumers, near or at residential premises (including but not limited to void decks, lift lobbies and corridors).

3.5 DISPUTE RESOLUTION

The dispute resolution provisions set out in a contract shall not deprive a consumer of its right to refer any dispute under the contract for alternative dispute resolution, including mediation.

3.6 FACT SHEET

- 3.6.1 A Licensee is required to publish a Fact Sheet, in such manner and format and containing such information and details as may be required by the Authority, comprising all its standard offers for residential consumers (whether or not such offers are bundled with other services and/or products) on its website(s) and on the Price Comparison Website.
- 3.6.2 A Licensee is required to publish a Fact Sheet, in such manner and format and containing such information and details as may be required by the Authority, comprising all its non-standard offers for residential consumers (whether or not such offers are bundled with other services and/or products) on its website(s).
- 3.6.3 A Licensee shall ensure that the published Fact Sheet is consistent with the Licensee's offer to sell, and is accurate, correct and complete.
- 3.6.4 A Licensee shall ensure that before a residential consumer enters into any contract with the Licensee to purchase electricity, the Licensee shall have referred the residential consumer to the published Fact Sheet on the Licensee's website(s) and/or the Price Comparison Website (as may be applicable) in relation to the relevant offer and contract to be entered into and obtained the residential consumer's express acknowledgement that the residential consumer has read and understood the Fact Sheet.

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- 3.6.5 Where requested by a residential consumer, a Licensee is required to explain the information and details as represented in the Licensee's Fact Sheet to the residential consumer.
- 3.6.6 When making an offer to sell through telemarketing, a Licensee shall, at the minimum, inform consumers that the Fact Sheet can be perused on the Licensee's website(s) and/or the Price Comparison Website (as may be applicable).